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**The Comptroller General  
of the United States**

Washington, D.C. 20548

## Decision

**Matter of:** Christos Painting and Contracting Corporation  
**File:** B-225647  
**Date:** March 30, 1987

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### DIGEST

1. Agency reasonably may rely upon a solicitation clause providing that line item prices are subject to verification of addition to correct bidders' aggregate bids to reflect the proper sum of these line items.
2. Where bid correction would result in displacing one or more lower bids, correction may not be permitted unless the mistake and intended bid are apparent from the invitation and the bid itself. It is not apparent that line item bid of "19(19)" was intended as a bid of zero instead of a bid of 19, as the agency viewed it.

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### DECISION

Christos Painting and Contracting Corporation protests the award of a contract to Howell Construction, Inc., by the Department of the Army under invitation for bids (IFB) No. DABT23-86-B-0070. Christos asserts that the Army improperly refused to allow Christos to correct one of the line item prices in its bid, which would have made the firm the low bidder.

We deny the protest.

The IFB was for painting the exteriors of a number of buildings at Fort Knox, Kentucky. The solicitation's bid schedule contained 680 line items, each of the first 678 representing a building at Fort Knox that was to be painted. The IFB specified that the contract would be awarded to the responsive, responsible bidder having the low total bid. The IFB further specified that a bidder's overall prices were subject to the "verification of addition" of the line item prices.

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Christos' aggregate bid of \$793,350, as entered by the firm for its bid total, was the low recorded bid, with Howell's bid of \$795,000 second low. However, after verification of the addition subsequent to bid opening, Christos' aggregate bid was recorded as \$793,450 and Howell's as \$793,200. Upon learning that it had been displaced as low bidder, Christos claimed the Army incorrectly evaluated the bid for line item 419 as \$1,900. All of the line item prices in Christos' bid from number 53 on were in units of 100 so that a bid of 10 represented \$1,000. Christos' bid for line item 419 was written as "19(19)." In verifying the addition of the line items in Christos' bid, the Army concluded the 19 in parentheses to be a clarification of the firm's intended bid of \$1,900, which was consistent with Christos' bids for items 415 to 418. Christos argued that the 19 in parentheses next to the figure 19 was intended to cancel the figure 19 so that the bid for line item 419 was zero. The Army, however, found no mistake in line item 419 that was apparent from the face of Christos' bid--even the total bid price the firm itself entered in the bid included \$1,900 for item 419--and consequently denied the firm's claim.

Christos charges that since its bid was the low aggregate bid as originally recorded by the Army at opening, the Army should have allowed Christos to establish the mistake in bid for line item 419 by evidence outside of Christos' bid itself. Christos points out that that prohibition in the Federal Acquisition Regulation (FAR), 48 C.F.R. § 14.406 (1986), against a bidder establishing its mistake and the intended bid outside the bid itself applies only where the correction would displace one or more lower bids, not where a bidder already has the lowest bid and the correction would only make its bid even lower.

There is no legal merit to the protest. It is irrelevant to the applicability of the cited FAR provision that Christos' aggregate bid initially was recorded as low, since that recording was based on the total Christos itself had entered on the bid form which, simply stated, was wrong. In this regard, we have held that it is proper for an agency to rely on a clause like the verification of addition clause to make arithmetic corrections in the bidders' aggregate prices. See A & J Construction Co., Inc., B-213495, Apr. 18, 1984, 84-1 C.P.D. ¶ 443.

As to the error that Christos alleges that it made in its bid on line item 419, as indicated above, to permit correction, the existence of the mistake and the bid actually intended must be ascertainable from the invitation and bid itself.

See Tektronix, Inc., B-219981, Nov. 27, 1985, 85-2 C.P.D.  
¶ 611. We believe that the Army's interpretation of Christos' bid on this line item is the only correct one that is apparent from Christos' bid. Our review of the bid shows that Christos has the figure 19 superimposed over the figure 5 in line item 419. By writing 19 in parentheses to the right of the figure 19, Christos was simply attempting, in our opinion, to remove any doubt that its bid for this line item was \$1,900, an amount the firm itself used in calculating its total bid. Christos' explanation that the parenthetical instead shows the bid for the item was zero is untenable.

The protest is denied.

*for* *Seymour S. Sfor*  
Harry R. Van Cleve  
General Counsel